

**IN THE ASSOCIATE CIRCUIT COURT OF THE CITY OF ST. LOUIS
TWENTY SECOND JUDICIAL CIRCUIT
STATE OF MISSOURI**

3200 SOUTH GRAND LLC,)	
)	
Plaintiff,)	Case No. _____
)	
v.)	
)	Division No. _____
GREAT LAKES INSURANCE SE)	
Serve:)	
Great Lakes Insurance SE)	
c/o Director of Insurance)	
301 W. High St., Room 530)	
Jefferson City, MO 65101)	
)	
Defendant.)	

PETITION

COMES NOW Plaintiff 3200 SOUTH GRAND LLC (“SOUTH GRAND”), and for its Petition against Defendant GREAT LAKES INSURANCE SE (“GREAT LAKES”), states as follows:

1. Plaintiff SOUTH GRAND is a limited liability company organized and existing under the laws of the State of Missouri.
2. Defendant GREAT LAKES is an insurance company duly licensed and authorized to do business in the State of Missouri.
3. Venue is proper in accordance with Missouri Revised Statute Sections 508.010.2.
4. Plaintiff is a family business operated, at all times relevant herein, by Carmen Stock, Maritza Stock and Anne Sueme.
5. On or about January 5, 2021, Defendant GREAT LAKES issued a renewal of a commercial lines general liability policy no. 20GLUK2110 (the

“Policy”) to Anne Sueme and Maritza Stock for a property located at 3200 South Grand Boulevard in the City of St. Louis. A true and accurate Copy of the Policy’s Common Policy Declarations is attached hereto as Exhibit 1.

6. All premium payments have been made under the terms of the Policy.

7. Upon information and belief, the Contract provided that, upon payment of the premium, Defendant GREAT LAKES had duties to defend and indemnify the insureds for general liability claims made against them.

8. At all times relevant herein, the property located at 3200 South Grand Boulevard in the City of St. Louis has been titled in the name of Plaintiff 3200 SOUTH GRAND.

9. At all times relevant herein, Plaintiff 3200 SOUTH GRAND leased a portion of the premises at 3200 South Grand Boulevard to Café Natasha, a restaurant located at that location.

10. At some time during 2020, Café Natasha sustained water damage due to an overflow in the bathroom of an apartment unit on the second floor. Café Natasha submitted a claim under the Policy, and Defendant paid for the claim.

11. On or about February 16, 2021, Café Natasha sustained water damage due to a burst frozen pipe in an incident unrelated to the 2020 incident.

12. In March 2021, Café Natasha suspended its rental payments to Plaintiff 3200 SOUTH GRAND because of the damage it alleged was sustained to the premises.

13. Thereafter, Plaintiff 3200 SOUTH GRAND filed a lawsuit in the Associate Circuit Court of the City of St. Louis against Café Natasha for its failure to pay rent and fraudulent inducement in Cause No. 2122-AC08719, which is still pending (the “Action”).

14. Café Natasha subsequently filed a counterclaim for negligence against Plaintiff 3200 SOUTH GRAND for the damages it allegedly sustained due to the frozen burst pipe.

15. Plaintiff 3200 SOUTH GRAND submitted the counterclaim to Defendant GREAT LAKES for defense and indemnification. After several months, Defendant GREAT LAKES refused to defend or indemnify because Plaintiff 3200 SOUTH GRAND was not the named insured.

16. Thereafter, Plaintiff worked with its insurance agent to change the name of the insured to Plaintiff 3200 SOUTH GRAND. A true and accurate copy of the General Change Endorsement is attached hereto and incorporated herein as Exhibit 2.

17. Plaintiff subsequently resubmitted its claim to Defendant GREAT LAKES during December of 2021. To date, Defendant GREAT LAKES has failed to respond, defend, or indemnify Plaintiff 3200 SOUTH GRAND in the Action.

COUNT I – BREACH OF CONTRACT

COMES NOW Plaintiff, and for Count I of its Petition against Defendant, states as follows:

18. Plaintiff adopts and realleges paragraphs 1 through 17 as if fully set forth herein.

19. As set forth above, there exists a valid and enforceable contract between Plaintiff and Defendant.

20. Plaintiff tendered and performed under the contract by paying its premiums.

21. By failing to respond, defend, and/or indemnify Plaintiff, Defendant has breached the contract.

22. Because of Defendant's breach, Plaintiff 3200 SOUTH GRAND has suffered damages.

WHEREFORE, Plaintiff prays that this Court enter an Order and Judgment that demands Defendant provide a defense to Plaintiff and indemnify it for any damages it may be found liable for; for all costs and attorneys' fees in the present action and the Action as described herein; and for any and all other relief as this Court deems just and proper.

Respectfully Submitted,

s/ J. Scott Kessinger

J. Scott Kessinger, Esq., #48221

7253 Watson Road #1044

St. Louis, MO 63119

(314) 325-0300

jscottkessinger@gmail.com